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3 **UNITED STATES DISTRICT COURT**  
4 **CENTRAL DISTRICT OF CALIFORNIA**

5 SEASONAL SPECIALTIES, LLC, Case No.: 2:23-cv-06318-KK(ASx)  
6 Plaintiff,

7 vs.

**PROTECTIVE ORDER**

8 LEDUP MANUFACTURING GROUP  
9 LTD.,

Defendant.

10 1. A. PURPOSES AND LIMITATIONS

11 Discovery in this action is likely to involve production of confidential,  
12 proprietary, or private information for which special protection from public  
13 disclosure and from use for any purpose other than prosecuting this litigation may  
14 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
15 enter the following Stipulated Protective Order. The parties acknowledge that this  
16 Order does not confer blanket protections on all disclosures or responses to  
17 discovery and that the protection it affords from public disclosure and use extends  
18 only to the limited information or items that are entitled to confidential treatment  
19 under the applicable legal principles. The parties further acknowledge, as set forth  
20 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
21 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
22 procedures that must be followed and the standards that will be applied when a  
23 party seeks permission from the court to file material under seal.

24 B. GOOD CAUSE STATEMENT

25 Because of the nature of a patent infringement lawsuit, in particular  
26 surrounding evidence related to damages, this action is likely to involve trade  
27 secrets, customer and pricing lists and other valuable research, development,  
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1 commercial, financial, technical and/or proprietary information for which special  
2 protection from public disclosure and from use for any purpose other than  
3 prosecution of this action is warranted. Such confidential and proprietary  
4 materials and information consist of, among other things, confidential business or  
5 financial information, information regarding confidential business practices, or  
6 other confidential research, development, or commercial information (including  
7 information implicating privacy rights of third parties), information otherwise  
8 generally unavailable to the public, or which may be privileged or otherwise  
9 protected from disclosure under state or federal statutes, court rules, case decisions,  
10 or common law. Accordingly, to expedite the flow of information, to facilitate the  
11 prompt resolution of disputes over confidentiality of discovery materials, to  
12 adequately protect information the parties are entitled to keep confidential, to  
13 ensure that the parties are permitted reasonable necessary uses of such material in  
14 preparation for and in the conduct of trial, to address their handling at the end of  
15 the litigation, and serve the ends of justice, a protective order for such information  
16 is justified in this matter. It is the intent of the parties that information will not be  
17 designated as confidential for tactical reasons and that nothing be so designated  
18 without a good faith belief that it has been maintained in a confidential, non-public  
19 manner, and there is good cause why it should not be part of the public record of  
20 this case.

21 2. DEFINITIONS

22 2.1 Action: this pending federal law suit Seasonal Specialties, LLC v.  
23 LEDUP MANUFACTURING GROUP LTD. Case No.: 2:23-cv-06318-KK-AS.

24 2.2 Challenging Party: a Party or Non-Party that challenges the  
25 designation of information or items under this Order.

26 2.3 "CONFIDENTIAL" Information or Items: information (regardless of  
27 how it is generated, stored or maintained) or tangible things that qualify for  
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1 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
2 the Good Cause Statement.

3 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
4 their support staff).

5 2.5 Designated House Counsel: House Counsel who seek access to  
6 “ATTORNEYS’ EYES ONLY” information in this matter.

7 2.6 Designating Party: a Party or Non-Party that designates information  
8 or items that it produces in disclosures or in responses to discovery as  
9 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

10 2.7 Disclosure or Discovery Material: all items or information, regardless  
11 of the medium or manner in which it is generated, stored, or maintained (including,  
12 among other things, testimony, transcripts, and tangible things), that are produced  
13 or generated in disclosures or responses to discovery in this matter.

14 2.8 Expert: a person with specialized knowledge or experience in a  
15 matter pertinent to the litigation who has been retained by a Party or its counsel to  
16 serve as an expert witness or as a consultant in this Action.

17 2.9 “ATTORNEYS’ EYES ONLY” Information or Items: extremely  
18 sensitive “confidential information or items,” disclosure of which to another Party  
19 or Non-Party would create a substantial risk of serious harm that could not be  
20 avoided by less restrictive means.

21 2.10 House Counsel: attorneys who are employees of a party to this  
22 Action. House Counsel does not include Outside Counsel of Record or any other  
23 outside counsel.

24 2.11 Non-Party: any natural person, partnership, corporation, association,  
25 or other legal entity not named as a Party to this action.

26 2.12 Outside Counsel of Record: attorneys who are not employees of a  
27 party to this Action but are retained to represent or advise a party to this Action  
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1 and have appeared in this Action on behalf of that party or are affiliated with a law  
2 firm which has appeared on behalf of that party, and includes support staff.

3 2.13 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and their  
5 support staffs).

6 2.14 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 2.15 Professional Vendors: persons or entities that provide litigation  
9 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
10 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
11 and their employees and subcontractors.

12 2.16 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL” or as “ATTORNEYS’ EYES ONLY.”

14 2.17 Receiving Party: a Party that receives Disclosure or Discovery  
15 Material from a Producing Party.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only  
18 Protected Material (as defined above), but also (1) any information copied or  
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
20 compilations of Protected Material; and (3) any testimony, conversations, or  
21 presentations by Parties or their Counsel that might reveal Protected Material.

22 Any use of Protected Material at trial shall be governed by the orders of the  
23 trial judge. This Order does not govern the use of Protected Material at trial.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations  
26 imposed by this Order shall remain in effect until a Designating Party agrees  
27 otherwise in writing or a court order otherwise directs. Final disposition shall be  
28 deemed to be the later of (1) dismissal of all claims and defenses in this Action,

1 with or without prejudice; and (2) final judgment herein after the completion and  
 2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
 3 including the time limits for filing any motions or applications for extension of  
 4 time pursuant to applicable law.

## 5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.  
 7 Each Party or Non-Party that designates information or items for protection under  
 8 this Order must take care to limit any such designation to specific material that  
 9 qualifies under the appropriate standards. The Designating Party must designate  
 10 for protection only those parts of material, documents, items, or oral or written  
 11 communications that qualify so that other portions of the material, documents,  
 12 items, or communications for which protection is not warranted are not swept  
 13 unjustifiably within the ambit of this Order.

14 Mass, indiscriminate, or routinized designations are prohibited.  
 15 Designations that are shown to be clearly unjustified or that have been made for an  
 16 improper purpose (e.g., to unnecessarily encumber the case development process  
 17 or to impose unnecessary expenses and burdens on other parties) may expose the  
 18 Designating Party to sanctions.

19 If it comes to a Designating Party's attention that information or items that it  
 20 designated for protection do not qualify for protection, that Designating Party must  
 21 promptly notify all other Parties that it is withdrawing the inapplicable designation.

22 5.2 Manner and Timing of Designations. Except as otherwise provided in  
 23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
 24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
 25 under this Order must be clearly so designated before the material is disclosed or  
 26 produced.

27 Designation in conformity with this Order requires:  
 28

1 (a) for information in documentary form (e.g., paper or electronic  
2 documents, but excluding transcripts of depositions or other pretrial or  
3 trial proceedings), that the Producing Party affix at a minimum, the legend  
4 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”) or  
5 “ATTORNEYS’ EYES ONLY” (hereinafter “ATTORNEYS’ EYES ONLY  
6 legend”), to each page that contains protected material. If only a portion or  
7 portions of the material on a page qualifies for protection, the Producing  
8 Party also must clearly identify the protected portion(s) (e.g., by making  
9 appropriate markings in the margins).

10 A Party or Non-Party that makes original documents available for  
11 inspection need not designate them for protection until after the inspecting  
12 Party has indicated which documents it would like copied and produced.  
13 During the inspection and before the designation, all of the material made  
14 available for inspection shall be Deemed “ATTORNEYS’ EYES ONLY.”  
15 After the inspecting Party has identified the documents it wants copied and  
16 produced, the Producing Party must determine which documents, or portions  
17 thereof, qualify for protection under this Order. Then, before producing the  
18 specified documents, the Producing Party must affix the “CONFIDENTIAL  
19 legend” or “ATTORNEYS’ EYES ONLY legend” to each page that  
20 contains Protected Material. If only a portion or portions of the material on  
21 a page qualifies for protection, the Producing Party also must clearly identify  
22 the protected portion(s) (e.g., by making appropriate markings in the  
23 margins).

24 (b) for testimony given in depositions that the Designating Party  
25 identify the Disclosure or Discovery Material on the record, before the close  
26 of the deposition all protected testimony. The transcript shall initially be  
27 treated as “ATTORNEYS’ EYES ONLY” for a period of 14 days after  
28 receipt of the final transcript (as opposed to any interim transcript). If any

1 Designating Party wishes to designate portions as “CONFIDENTIAL” or  
2 “ATTORNEYS’ EYES ONLY,” in addition to those designated during the  
3 deposition, they shall do so no later than 14 days after the final transcript is  
4 provided to counsel and deponent by designating the page and line number  
5 for such designations. The court reporter shall produce a deposition  
6 transcript with the “CONFIDENTIAL” and “ATTORNEYS’ EYES ONLY”  
7 portions separately bound and labeled. Any attendee, in person or remotely,  
8 for any deposition in which “ATTORNEYS’ EYES ONLY” material is  
9 discussed must meet the limitations set forth herein.

10 (c) for information produced in some form other than documentary  
11 and for any other tangible items, that the Producing Party affix in a  
12 prominent place on the exterior of the container or containers in which the  
13 information is stored the legend “CONFIDENTIAL” or “ATTORNEYS’  
14 EYES ONLY.” If only a portion or portions of the information warrants  
15 protection, the Producing Party, to the extent practicable, shall identify the  
16 protected portion(s).

17 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
18 failure to designate qualified information or items does not, standing alone, waive  
19 the Designating Party’s right to secure protection under this Order for such  
20 material. Upon timely correction of a designation, the Receiving Party must make  
21 reasonable efforts to assure that the material is treated in accordance with the  
22 provisions of this Order.

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
25 designation of confidentiality at any time that is consistent with the Court’s  
26 Scheduling Order.

1           6.2   Meet and Confer. The Challenging Party shall initiate the informal  
 2   dispute resolution process set forth in the Court's Procedures and Schedules. see  
 3   <http://www.cacd.uscourts.gov/honorable-alka-sagar>

4           6.3   The burden of persuasion in any such challenge proceeding shall be  
 5   on the Designating Party. Frivolous challenges, and those made for an improper  
 6   purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
 7   parties) may expose the Challenging Party to sanctions. Unless the Designating  
 8   Party has waived or withdrawn the confidentiality designation, all parties shall  
 9   continue to afford the material in question the level of protection to which it is  
 10   entitled under the Producing Party's designation until the Court rules on the  
 11   challenge.

## 12           7.    ACCESS TO AND USE OF PROTECTED MATERIAL

13           7.1   Basic Principles. A Receiving Party may use Protected Material that  
 14   is disclosed or produced by another Party or by a Non-Party in connection with this  
 15   Action only for prosecuting, defending, or attempting to settle this Action. Such  
 16   Protected Material may be disclosed only to the categories of persons and under  
 17   the conditions described in this Order. When the Action has been terminated, a  
 18   Receiving Party must comply with the provisions of section 13 below (FINAL  
 19   DISPOSITION).

20           Protected Material must be stored and maintained by a Receiving Party at a  
 21   location and in a secure manner that ensures that access is limited to the persons  
 22   authorized under this Order.

23           7.2   Disclosure of "CONFIDENTIAL" Information or Items. Unless  
 24   otherwise ordered by the court or permitted in writing by the Designating Party, a  
 25   Receiving Party may disclose any information or item designated  
 26   "CONFIDENTIAL" only to:



1 (a) the Receiving Party's Outside Counsel of Record in this Action,  
2 as well as employees of said Outside Counsel of Record to whom it is  
3 reasonably necessary to disclose the information for this Action;

4 (b) the officers, directors, and employees (including House  
5 Counsel) of the Receiving Party to whom disclosure is reasonably necessary  
6 for this Action;

7 (c) Experts (as defined in this Order) of the Receiving Party to  
8 whom disclosure is reasonably necessary for this Action and who have  
9 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

10 (d) the court and its personnel;

11 (e) court reporters and their staff;

12 (f) professional jury or trial consultants, mock jurors, and  
13 Professional Vendors to whom disclosure is reasonably necessary for this  
14 Action and who have signed the "Acknowledgment and Agreement to Be  
15 Bound" (Exhibit A);

16 (g) the author or recipient of a document containing the  
17 information or a custodian or other person who otherwise possessed or knew  
18 the information;

19 (h) during their depositions, witnesses, and attorneys for witnesses,  
20 in the Action to whom disclosure is reasonably necessary provided: (1) the  
21 deposing party requests that the witness sign the form attached as Exhibit A  
22 hereto; and (2) they will not be permitted to keep any confidential  
23 information unless they sign the "Acknowledgment and Agreement to Be  
24 Bound" (Exhibit A), unless otherwise agreed by the Designating Party or  
25 ordered by the court. Pages of transcribed deposition testimony or exhibits  
26 to depositions that reveal Protected Material may be separately bound by the  
27 court reporter and may not be disclosed to anyone except as permitted under  
28 this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

### 7.3 Disclosure of “ATTORNEYS’ EYES ONLY”

Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed;

(c) the court and its personnel;

(d) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

(e) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

### 7.4 Procedures for Approving or Objecting to Disclosure of “ATTORNEYS’ EYES ONLY.”

#### Information or Items to Designated House Counsel or Experts.

(a)(1) Only upon request and a showing of good cause will “ATTORNEYS’ EYES ONLY” designated documents and information be supplied to House

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3 Counsel, subject to the following. In order to seek approval for Designated House  
4 Counsel to have access to “ATTORNEYS’ EYES ONLY” material, pursuant to  
5 paragraph 7.3(b), the potential Receiving Party first must make a written request to  
6 the Designating Party that (1) sets forth the full name of the Designated House  
7 Counsel and the city and state of his or her residence, and (2) describes the  
8 Designated House Counsel’s current and reasonably foreseeable future primary job  
9 duties and responsibilities in sufficient detail to determine if House Counsel is  
10 involved, or may become involved, in any competitive decision-making. No  
11 designated information or item will be shared with designated House Counsel until  
12 the Designating Party has agreed to the disclosure or the procedures of 7.4 (b) have  
13 resolved the issue and then only after the Designated House counsel has signed an  
14 agreement to be bound by this Protective Order and any additional reasonable  
15 restrictions the parties or Designating Party may agree to.

16 (a)(2) Unless otherwise ordered by the court or agreed to in writing by the  
17 Designating Party, a Party that seeks to disclose to an Expert (as defined in this  
18 Order) any information or item that has been designated “ATTORNEYS’ EYES  
19 ONLY pursuant to paragraph 7.3(c) first must make a written request to the  
20 Designating Party that (1) identifies the general categories of “ATTORNEYS’  
21 EYES ONLY” information that the Receiving Party seeks permission to disclose to  
22 the Expert, (2) sets forth the full name of the Expert and the city and state of his or  
23 her primary residence, (3) attaches a copy of the Expert’s current resume, (4)  
24 identifies the Expert’s current employer(s), (5) identifies each person or entity  
25 from whom the Expert has received compensation or funding for work in his or her  
26 areas of expertise or to whom the expert has provided professional services,  
27 including in connection with a litigation, at any time during the preceding five  
28 years,<sup>1</sup> and (6) identifies (by name and number of the case, filing date, and location

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<sup>1</sup> If the Expert believes any of this information is subject to a confidentiality obligation to a third-party, then the Expert should provide whatever information the Expert believes can be disclosed without violating any

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3 of court) any litigation in connection with which the Expert has offered expert  
4 testimony, including through a declaration, report, or testimony at a deposition or  
5 trial, during the preceding five years.

6 (b) A Party that makes a request and provides the information specified in  
7 the preceding respective paragraphs may disclose the subject Protected Material to  
8 the identified Designated House Counsel or Expert unless, within 14 days of  
9 delivering the request, the Party receives a written objection from the Designating  
10 Party. Any such objection must set forth in detail the grounds on which it is based.

11 (c) A Party that receives a timely written objection must meet and confer  
12 with the Designating Party (through direct voice to voice dialogue) to try to resolve  
13 the matter by agreement within seven days of the written objection. If no  
14 agreement is reached, the Party seeking to make the disclosure to Designated  
15 House Counsel or the Expert may file a motion as provided in Local Rule 7 (and in  
16 compliance with Local Rule 79-5.2, if applicable) seeking permission from the  
17 court to do so. Any such motion must describe the circumstances with specificity,  
18 set forth in detail the reasons why the disclosure to Designated House Counsel or  
19 the Expert is reasonably necessary, assess the risk of harm that the disclosure  
20 would entail, and suggest any additional means that could be used to reduce that  
21 risk. In addition, any such motion must be accompanied by a competent  
22 declaration describing the parties' efforts to resolve the matter by agreement (i.e.,  
23 the extent and the content of the meet and confer discussions) and setting forth the  
24 reasons advanced by the Designating Party for its refusal to approve the disclosure.

25 In any such proceeding, the Party opposing disclosure to Designated House  
26 Counsel or the Expert shall bear the burden of proving that the risk of harm that the  
27 disclosure would entail (under the safeguards proposed) outweighs the Receiving  
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confidentiality agreements, and the Party seeking to disclose to the Expert shall be available to meet and confer with the Designating Party regarding any such engagement.

1 Party's need to disclose the Protected Material to its Designated House Counsel or  
2 Expert.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
4 PRODUCED IN OTHER LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation  
6 that compels disclosure of any information or items designated in this Action as  
7 "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY," that Party must:

8 (a) promptly notify in writing the Designating Party. Such  
9 notification shall include a copy of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena  
11 or order to issue in the other litigation that some or all of the material  
12 covered by the subpoena or order is subject to this Protective Order. Such  
13 notification shall include a copy of this Stipulated Protective Order; and

14 (c) cooperate with respect to all reasonable procedures sought to be  
15 pursued by the Designating Party whose Protected Material may be affected.

16 If the Designating Party timely seeks a protective order, the Party served  
17 with the subpoena or court order shall not produce any information designated in  
18 this action as "CONFIDENTIAL" or "ATTORNEYS' EYES ONLY" before a  
19 determination by the court from which the subpoena or order issued, unless the  
20 Party has obtained the Designating Party's permission.

21 The Designating Party shall bear the burden and expense of seeking  
22 protection in that court of its confidential material and nothing in these provisions  
23 should be construed as authorizing or encouraging a Receiving Party in this Action  
24 to disobey a lawful directive from another court.

25 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
26 PRODUCED IN THIS LITIGATION

27 (a) The terms of this Order are applicable to information produced  
28 by a Non-Party in this Action and designated as "CONFIDENTIAL" or

1 “ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties  
2 in connection with this litigation is protected by the remedies and relief  
3 provided by this Order. Nothing in these provisions should be construed as  
4 prohibiting a Non-Party from seeking additional protections.

5 (b) In the event that a Party is required, by a valid discovery  
6 request, to produce a Non-Party’s confidential information in its possession,  
7 and the Party is subject to an agreement with the Non-Party not to produce  
8 the Non-Party’s confidential information, then the Party shall:

9 (1) promptly notify in writing the Requesting Party and the  
10 Non-Party that some or all of the information requested is subject to a  
11 confidentiality agreement with a Non-Party;

12 (2) promptly provide the Non-Party with a copy of the  
13 Stipulated Protective Order in this Action, the relevant discovery  
14 request(s), and a reasonably specific description of the information  
15 requested; and

16 (3) make the information requested available for inspection  
17 by the Non-Party, if requested.

18 (c) If the Non-Party fails to seek a protective order from this court  
19 within 14 days of receiving the notice and accompanying information, the  
20 Receiving Party may produce the Non-Party’s confidential information  
21 responsive to the discovery request. If the Non-Party timely seeks a  
22 protective order, the Receiving Party shall not produce any information in its  
23 possession or control that is subject to the confidentiality agreement with the  
24 Non-Party before a determination by the court. Absent a court order to the  
25 contrary, the Non-Party shall bear the burden and expense of seeking  
26 protection in this court of its Protected Material.

1           10.    UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2           If a Receiving Party learns that, by inadvertence or otherwise, it has  
3 disclosed Protected Material to any person or in any circumstance not authorized  
4 under this Stipulated Protective Order, the Receiving Party must immediately (a)  
5 notify in writing the Designating Party of the unauthorized disclosures, (b) use its  
6 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform  
7 the person or persons to whom unauthorized disclosures were made of all the terms  
8 of this Order, and (d) request such person or persons to execute the  
9 “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit  
10 A.

11           11.    INADVERTENT PRODUCTION OF PRIVILEGED OR  
12                   OTHERWISE PROTECTED MATERIAL

13           When a Producing Party gives notice to Receiving Parties that certain  
14 inadvertently produced material is subject to a claim of privilege or other  
15 protection, the obligations of the Receiving Parties are those set forth in Federal  
16 Rule of Civil Procedure 26(b)(5)(B). The parties agree, and the Court does order,  
17 that the inadvertent disclosure of privileged or work product documents or  
18 information shall not be considered a waiver of said privilege, consistent with the  
19 full application of Fed. R. Evid. 502(d). This provision is not intended to modify  
20 whatever procedure may be established in an e-discovery order that provides for  
21 production without prior privilege review.

22           12.    MISCELLANEOUS

23           12.1 Right to Further Relief. Nothing in this Order abridges the right of  
24 any person to seek its modification by the Court in the future.

25           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
26 Protective Order no Party waives any right it otherwise would have to object to  
27 disclosing or producing any information or item on any ground not addressed in  
28 this Stipulated Protective Order. Similarly, no Party waives any right to object on



1 any ground to use in evidence of any of the material covered by this Protective  
2 Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any  
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
5 may only be filed under seal pursuant to a court order authorizing the sealing of the  
6 specific Protected Material at issue. If a Party's request to file Protected Material-  
7 under seal is denied by the court, then the Receiving Party may file the information  
8 in the public record unless otherwise instructed by the court.

9 13. FINAL DISPOSITION

10 After the final disposition of this Action, as defined in paragraph 4, within  
11 60 days of a written request by the Designating Party, each Receiving Party must  
12 return all Protected Material to the Producing Party or destroy such material, other  
13 than what may reside on backup tapes and other normal business media used to  
14 backup data of the Counsel's firm. As used in this subdivision, "all Protected  
15 Material" includes all copies, abstracts, compilations, summaries, and any other  
16 format reproducing or capturing any of the Protected Material. Whether the  
17 Protected Material is returned or destroyed, the Receiving Party must submit a  
18 written certification to the Producing Party (and, if not the same person or entity, to  
19 the Designating Party) by the 60 day deadline that (1) identifies (by category,  
20 where appropriate) all the Protected Material that was returned or destroyed and  
21 (2) affirms that the Receiving Party has not retained any copies, abstracts,  
22 compilations, summaries or any other format reproducing or capturing any of the  
23 Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
24 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
25 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
26 reports, attorney work product, and consultant and expert work product, even if  
27 such materials contain Protected Material. Any such archival copies or copies  
28 stored on backup tapes and other backup media that contain or constitute Protected



1 Material remain subject to this Protective Order as set forth in Section 4  
2 (DURATION).

3 14. Any violation of this Order may be punished by any and all  
4 appropriate measures including, without limitation, contempt proceedings and/or  
5 monetary sanctions.

1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

2 DATED: May 7, 2024

SAUL EWING LLP

3  
4 By: /s/ Courtland C. Merrill

Courtland C. Merrill

Attorneys for Plaintiff

SEASONAL SPECIALTIES, LLC

5  
6  
7  
8 DATED: May 7, 2024

FAIRFIELD AND WOODS, P.C.

9  
10 By: /s/ J. Mark Smith

J. Mark Smith

Attorneys for Defendant

LEDUP MANUFACTURING GROUP  
LTD.

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14 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

15  
16 DATED May 7, 2024

17  
18 / s / Sagar

Honorable Alka Sagar

United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full address], of \_\_\_\_\_  
 \_\_\_\_\_ declare under penalty of perjury that I  
 have read in its entirety and understand the Stipulated Protective Order that was  
 issued by the United States District Court for the Central District of California on  
**[date]** in the case of Seasonal Specialties, LLC v. LEDup Manufacturing Group,  
 Ltd., Case No.: 2:23-cv-06318-KK(ASx). I agree to comply with and to be bound  
 by all the terms of this Stipulated Protective Order and I understand and  
 acknowledge that failure to so comply could expose me to sanctions and  
 punishment in the nature of contempt. I solemnly promise that I will not disclose  
 in any manner any information or item that is subject to this Stipulated Protective  
 Order to any person or entity except in strict compliance with the provisions of this  
 Order. I further agree to submit to the jurisdiction of the United States District  
 Court for the Central District of California for the purpose of enforcing the terms  
 of this Stipulated Protective Order, even if such enforcement proceedings occur  
 after termination of this action. I hereby appoint \_\_\_\_\_  
 [print or type full name] of \_\_\_\_\_ [print or type full  
 address and telephone number] as my California agent for service of process in  
 connection with this action or any proceedings related to enforcement of this  
 Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_